



**Texas State Technical College
SERVICE SUPPORT CENTER**

Purchasing Department
1902 N. Loop 499
Harlingen, TX 78550
Fax (956) 364-5173
Date: October 26, 2017

BID NO: IFB-18-ND-003 Climbing Gear

Bid Opening Date: October 31, 2017 @ 11:00 a.m.

To facilitate your firm’s participation in TSTC’s bid process, we ask that you fill in the requested information below as acknowledgment that you have received the bid noted above. By doing this, we will also be able to provide notification to you of any addenda to this solicitation. A “response” on this form will not preclude receipt of future invitations unless you request removal from the CMBL list by so indicating below.

Respondent:

Vendor Name: _____

Contact Person: _____

Phone: _____ **Fax:** _____

Address: _____

Yes, our company does have an interest in responding.

We hereby submit a “Response” because:

- 1. We are not interested in selling through the bid process.
- 2. We are unable to prepare the bid in time to meet the bid due date.
- 3. We do not wish to bid under the TSTC Terms and Conditions.
Objections: _____
- 4. We do not feel we can be competitive.
- 5. We cannot submit bid because of:
Objections: _____
- 6. We do not wish to sell to a state agency.
Objections: _____
- 7. We do not sell the item(s) as stated on the bid document.
- 8. Other: _____

We wish to:

- Remain on the CMBL list
- Be deleted from the CMBL list

Please indicate if you are:

- HUB Interested in becoming a HUB
- Non - HUB

TEXAS STATE TECHNICAL COLLEGE
INFORMAL BID (IFB)
IFB NO: IFB-18-ND-003 – Climbing Gear
Opening DATE: October 31, 2017 @ 11:00 a.m.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF IFB. ANY EXCEPTIONS THERETO MUST BE IN WRITING

Return sealed bid to –

TEXAS STATE TECHNICAL COLLEGE
SERVICE SUPPORT CENTER
ATTN: PURCUREMENT DEPARTMENT
1902 North Loop 499
HARLINGEN, TEXAS 78550-3653

Email Bids to nereida.dominguez@tstc.edu

Annotate bid opening date and IFB Number.

Bidder must sign all bids – the laws of the State of Texas must Prevail on all bids. By signing this bid, bidder certifies that If a Texas address is shown as the address of the bid, bidder Qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2

The Payee Id Number is the taxpayer number assigned and used by The Comptroller of Public Accounts of Texas. Enter this number In the spaces provided below. If this number is not known, 1. Enter your Federal Employer’s Identification Number 2. Sole owner should also enter Social Security Number.

Payee Id Number: _____

Vendor Name: _____

Company Name _____

Address: _____

City-State-Zip: _____

Phone Number: _____

Printed Name _____

Signature: _____

Delivery in _____ days, cash discount ____ % _____ days

NOTE: IF APPLICABLE QUOTE:

WSCA CONTRACT # _____

E&I CONTRACT # _____

DIR CONTRACT # _____

TXMAS CONTRACT # _____

BUY BOARD # _____

OR TEXAS A & M CONTRACT # _____

Applicable statements below must be specified if preference
 Claimed under Rule 1 TAC 113.8:

- Supplies, materials or equipment produced in TX/offered by TX proposer
- Agricultural products grown in TX
- Agricultural products offered by TX proposer
- USA produced supplies, materials or equipment
- Historically Underutilized Business certified by GSC
- Products of persons with mental or physical disabilities
- Products made of recycled material
- Energy efficient product
- Rubberized asphalt paving material
- Recycled motor oil lubricant

AGENCY INVOICE ADDRESS

TEXAS STATE TECHNICAL COLLEGE
 SERVICE SUPPORT CENTER
 ATTN: ACCOUNTS PAYABLE
 1902 North Loop 499
 HARLINGEN, TEXAS 78550-3653

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

Item	Qty.	Unit	Description	Unit Price	Ext
1	3	EA	Item Number: 3327400 ROLLGLISS R550 400'	\$ _____	\$ _____
2	10	EA	Item Number: 6160054 LAD SAFE SLEEVE (X3)-3/8"	\$ _____	\$ _____
3	22	EA	Item Number: 1246032 LANYARD FORCE2 W/RESCUE RINGS	\$ _____	\$ _____
4	1	EA	Freight - Texas State Technical College 1902 N Loop 499 Harlingen, Texas78550	\$ _____	
			GRAND TOTAL		
			\$ _____		

Source of Reference : Dakota Riggers & Tool Supply, Inc.

Items needed by November 15, 2017 (delivery will be a factor in determining award of bid). Can you provided delivery by due date? ___ Yes ___ No. If No, please provide your earliest delivery date. _____

Contact Person: Nereida Dominguez
nereida.dominguez@tstc.edu
 956-364-4429

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS

- 1.1 Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Bids must be time stamped at ordering agency on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TSTC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

Sole owner should also enter Social Security Number

- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No bid can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10 TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of TSTC.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by TSTC and/or investigation for antitrust violations.
- 1.12 The telephone number for FAX submission of bids is 956-364-5173. This is the only number that will be used for the receipt of bids. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TSTC. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 Any oral statement or representation will not bind TSTC contrary to the written specifications of this Invitation for Bids (IFP).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFP.

3. TIE BID

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

4. DELIVERY

- 4.1 Show number of days required to place material in the TSTC central receiving designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the ordering agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of TSTC.
- 4.4 Delivery shall be made during normal working hours only, unless prior written approval has been obtained from ordering agency.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TSTC. Authorized ordering agency personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSTC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to this IFP is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through an open market

purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award. Any legal actions must be filed in Cameron County, Texas.

7. PAYMENT

Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

8. PATENTS OR COPYRIGHTS

The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFPs must give the requisition number, codes, and opening date.

10. PROPOSER AFFIRMATION

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the vendor shall be removed from all bid lists.

- 10.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid.
- 10.2 Neither the proposer nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.3 Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this IFP.
- 10.4 Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this bid is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.5 Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.6 The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.7 Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.8 Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the bid to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with bidder: _____

- 10.9 Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

11. Pursuant to Section 231.006©, Family Code,

Bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.

12. NOTE TO PROPOSER

Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

13. BEST VALUE CRITERIA

- the quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- the number and scope of conditions attached to the bid;
- the ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference; the character, responsibility, integrity, reputation, and experience of the proposer;
- the quality of performance of previous contracts or services;
- any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service; and the ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.